

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE PROGRESSIVE, INC.,
AND
THE PROGRESSIVE ASSOCIATION OF WORKERS,
A UNIT OF NOLSW, LOCAL 2320, UNITED AUTOMOBILE
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, AFL-CIO



JULY 1, 2017 – JUNE 30, 2020

TABLE OF CONTENTS

Table of Contents.....	2
Article 1 Collective Bargaining Agreement.....	4
Article 2 Union Recognition.....	4
Article 3 Union Security.....	5
Article 4 Union Rights.....	6
Article 5 Information.....	7
Article 6 Job Postings, Hiring, Promotions, and Transfers.....	8
Article 7 No Discrimination.....	9
Article 8 Sexual harassment.....	10
Article 9 Seniority.....	12
Article 10 Probation.....	12
Article 11 Discharge and Discipline.....	13
Article 12 Layoff and Recall.....	14
Article 13 Severance Pay.....	15
Article 14 Vacation.....	17
Article 15 Sick Leave, Disability Leave, and Bereavement Leave.....	18
Article 16 Holidays, Personal Days, and Inclement Weather Leave.....	19
Article 17 Leaves of Absence.....	21
Article 18 Grievance Procedure.....	22
Article 19 Hours of Work and Overtime.....	24
Article 20 Flex Time.....	25
Article 21 Payroll.....	26
Article 22 Flexible Spending Account.....	27
Article 23 Insurance.....	27
Article 24 Retirement Plan.....	29
Article 25 Parenthood.....	30
Article 26 Child Care.....	30
Article 27 Training, Professional Dues, and Certification.....	30
Article 28 Jury Duty.....	31
Article 29 Military and Political Service.....	31
Article 30 Reimbursement for Job-Related Duties.....	32

Article 31 Work by Non-Unit Personnel.....	33
Article 32 Outside Employment.....	33
Article 33 Health and Safety.....	34
Article 34 Automation, Network Security.....	35
Article 35 Investment Responsibility.....	36
Article 36 Strikes and Lockouts.....	36
Article 37 Maintenance of Standards.....	36
Article 38 Savings, No Derogation.....	37
Article 39 Plant Transfer.....	37
Article 40 Plant Closing.....	38
Article 41 Successors and Assigns.....	38
Article 42 Labor-Management Communications.....	39
Article 43 Modification.....	40
Article 44 Term of Agreement.....	40
Article 45 Wages, Salary Minimums and Hours.....	40
Article 46 Performance Review.....	41
Article 47 Job Descriptions.....	41
Appendix A – Salaries.....	44
Appendix B – Job Descriptions.....	45

Article 1 Collective Bargaining Agreement

This Agreement, beginning July 1, 2017 through June 30, 2020, is made and entered into by and between The Progressive, Inc., (hereinafter referred to as the “Employer”) and the Progressive Association of Workers, a unit of NOLSW, Local 2320, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO (hereinafter referred to as the “Union”). It is agreed between the Employer and the Union as follows:

Article 2 Union Recognition

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time employees in the job classifications listed below:

- 1) Office Manager
- 2) Development Director
- 3) Controller
- 4) Managing Editor
- 5) Online Media Editor
- 6) Associate Editor
- 7) Associate Publisher

(The parties recognize that the listing of a job classification herein does not mean that the Employer is obligated to fill a vacancy in such classification, if it is not financially feasible to do so.)

Section 2. “Temporary employee” means a person who is hired by the Employer upon the understanding that his or her employment is for a temporary period with a stated termination date not to exceed three months (except where a temporary employee is replacing a regular unit member on leave, in which case the limit is the duration of the absence of the regular unit member). The Employer shall not replace a temporary employee at the end of the three months with another temporary employee to do the same job or switch the temporary employee to another job within The Progressive. Temporary employees shall not be part of the bargaining unit; their employment will be governed by the Article titled, Work by Non-Unit Personnel. The name of each temporary employee and the date of hire shall

be given to the Union. Except as noted above, a temporary employee who works for more than three months shall become a regular unit member within the meaning of the Agreement.

Section 3. New positions which may hereafter be created by the Employer shall be included or excluded from the bargaining unit subject to negotiation with the Union. If the Employer believes that the new position is a non-bargaining unit position, the Employer shall provide, prior to the bargaining process, basic information concerning the position. Based upon that information, if the Union agrees that the position would be excluded from the bargaining unit, it shall so notify the Employer, and no further bargaining is required. If there is a dispute between the parties concerning the position, the parties shall proceed to bargain over the status of the position.

Section 4. In the event a unit member voluntarily resigns from one of the job classifications covered by this agreement, management may, with union consultation, eliminate that position. The duties of that unit member shall be absorbed by management, or, upon union request, be redistributed among other union members and management in a rational fashion.

Article 3 Union Security

Section 1. Upon employment, each unit member covered under this Agreement shall become and remain a member of the Union and pay membership dues uniformly required as a condition of acquiring or maintaining membership in the Union, whenever employed under, and for the duration of, the Agreement.

Section 2. The Employer agrees to deduct from the wages of each unit member the amount authorized by the Union as Union dues. The Employer will make such authorized deductions in each pay period and transmit the money collected from deductions to the Union by the fifteenth day of the following month together with a list of unit members from whom such deductions were made. The Employer agrees to bear the expense of routine administrative costs resulting from the Employer's compliance with this Article.

Section 3. Upon written notice by the Union to the unit member and the Employer that a unit member has failed to make timely tender to the Union of

initiation fees and/or periodic dues, the Employer agrees to terminate said unit member within fourteen days of such notice. If at any time during the fourteen days the unit member makes full tender of outstanding dues and/or initiation fees to the Union, the Union shall promptly notify the Employer and the termination notice will be rescinded.

Article 4 Union Rights

Section 1. Union business shall not be conducted by unit members during their working time except by the express mutual consent of management and a duly authorized representative of the Union. This provision does not apply to a brief conversation (not to exceed ten minutes) between a unit member and a steward as to whether a grievance exists, nor to the participation by a steward, aggrieved unit member, or witness in a grievance meeting with the Employer. The Union will be allowed two one-hour meetings on work time during contract negotiations. The Union will be allowed one one-hour meeting, on work time, when the Employer initiates a change in the contract. The Union will be allowed one one-hour meeting per month, on work time.

Section 2. An outside representative of the Union investigating grievances shall, upon advance notice to the Employer, be permitted on the Employer's premises.

Section 3. Union stewards shall not suffer any loss in pay or other penalty for time spent meeting with the Employer in connection with contract matters. Unit members shall not be penalized for briefly conducting grievance business.

Section 4. The Union may use the Library ("conference room") during lunch hour and after regular hours on dates to be agreed upon between the Union and the Employer.

Section 5. The Employer shall provide the Union a bulletin board for posting notices of interest to unit members.

Section 6. Union members designated by the Union shall be permitted to conduct up to thirty-seven-and-a-half (37 1/2) hours of Union business per year without loss of pay; the 37 1/2 hours shall be divided among union members by the Union.

Section 7. The Union shall designate a steward or stewards to represent it in grievance matters and shall notify the Employer of the stewards so designated. No more than two stewards shall represent the Union in any grievance meeting, and no more than two management designees shall represent management in any grievance meeting.

Section 8. The Union shall designate representatives to use the photocopying machine for Union business and shall notify the Employer of the individuals so designated. The Union agrees to reimburse the Employer at the rate of ten cents per sheet whenever the total due reaches ten dollars.

Section 9. One or more representatives of the UNION shall be entitled to use up to a combined total of four (4) days per contract year of paid Union Leave for the purpose of participating in meetings or programs of UAW Local 2320. The UNION shall notify the Employer of the identity of the representative(s) entitled to use the leave and the dates on which the activities will occur.

Article 5 Information

Section 1. Within one month after a new unit member is hired or transferred into the bargaining unit, the Employer will give to the Union the name, address, job classification, salary, date of hire, employment status, job classification and anniversary date of the unit member. The Union shall be notified promptly of any changes with respect to the above information relating to the unit members in the unit, including any promotions or transfers, retirements, resignations, deaths, or dismissals. The date of change in unit members' status shall be included in the information provided to the Union. The Employer will issue a memo with detailed and up-to-date information on all unit member benefits, and will issue a new memo in the event that those benefits change or a new unit member is hired.

Section 2. All members of the staff shall have access to the financial statements of The Progressive, Inc. These statements shall not be made public or distributed outside the Union and its membership.

Section 3. Each unit member shall have access to his or her personnel records and files as provided by law. The Employer shall promptly notify a unit member whenever documents (including medical records) are placed in the

unit member's files that may be used in determining that unit member's qualifications for employment, promotion, transfer, additional compensation, termination, or disciplinary action. The unit member shall have the right to examine his or her records, and to insert in the personnel file his or her response to documents entered by the Employer.

Section 4. Except as provided by this Agreement or required by law, personnel records shall be inspected only by management personnel in the performance of job duties or in emergencies. Outside dissemination of information contained in personnel records shall be preceded, whenever possible, by notification to the unit member.

Section 5. A unit member may request that any verbal disciplinary comment or performance evaluation directly pertaining to that unit member be put in writing.

Section 6. The Employer agrees to pay for the cost of publishing this Agreement and shall make available to the Union sufficient copies for distribution to unit members.

Article 6 Job Postings, Hiring, Promotions, and Transfers

Section 1. All vacancies, for existing positions and for new positions, shall be posted in-house in a conspicuous place at least forty-eight hours before an outside advertisement is placed or before any interviews are conducted. A copy of all unit postings shall be sent to the Union at the time of posting.

Section 2. In the event of a job vacancy, the Employer shall select the most qualified applicant for the position, taking into account such things as each applicant's ability, experience, and training to perform the job. If qualifications are equal, the Employer shall select the applicant currently on the staff who has the greatest seniority.

Section 3. An interview will be granted to any unit member upon request. Unit members, upon request, shall receive a written explanation of why she or he was not hired.

Section 4. Selection of persons under this Article shall be subject to the affirmative action goals of the Employer.

Section 5. The Employer recognizes the importance of input into hiring and promotion decisions by staff members whose work will be affected by a new or promoted unit member. Accordingly, the Union shall choose a member of the bargaining unit from the affected department (or, if no such member is available, another member) to participate in the interviewing and evaluation of candidate(s). The Employer shall have the final decision as to hiring and promotion.

Section 6. When a unit member is promoted or transferred to another position, there shall be a trial period half that of the applicable probation period for a new unit member. If during, or at the end of, such trial period the unit member finds the job unsatisfactory or if the Employer determines that the unit member is not performing the job satisfactorily, the unit member shall have the option of returning to his or her previous position or taking a no-fault termination.

Section 7. No unit member shall be promoted or transferred without his or her consent.

Section 8. Upon promotion or transfer to a higher paying job classification, a unit member shall receive at least the minimum pay for the new position. A unit member shall not take a cut in pay because of promotion or transfer to a position entailing the equivalent number of hours.

Section 9. The salary for any newly hired bargaining unit employee or newly created unit position, job title, or description, or for any modified unit job title or description, shall be bargained exclusively between the Employer and the Union. In the event that the parties are unable to agree after a reasonable period of good faith bargaining, the Employer may implement its last best offer, and the Union may grieve if it believes that salary is not fair, based upon comparability with existing unit members, positions, job titles, and descriptions.

Article 7 No Discrimination

Section 1. The Employer agrees to commit to an affirmative action program to employ and promote persons who have historically experienced, or currently experience, employment discrimination.

Section 2. In furtherance of the affirmative action program, management shall maintain a list of organizations, which shall receive job announcements for all vacancies.

Section 3. Both parties agree not to discriminate in hiring, employment, wages, or other status or terms and conditions of employment or opportunity for employment based on race, ancestry, sex, sexual orientation, age, creed, color, national origin, religion, marital status, parental status, union activity, appearance, physical or mental disability, gender identity and expression, height, weight, or HIV status.

Article 8 Sexual harassment

The following policy shall be posted in a prominent place and distributed to new employees:

The Progressive, Inc. is committed to maintaining a workplace free from discrimination and harassment. We believe that all unit members are to be treated with respect and dignity. In keeping with this commitment, we will not tolerate the sexual harassment of any of our employees.

Sexual harassment is unwelcome verbal or physical conduct of a sexual nature. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature may constitute sexual harassment when: (1) submitting to such conduct is made condition, either directly or indirectly, of a employee's employment; (2) submitting to such conduct or rejecting such conduct is the basis for decisions which impact the terms and conditions of a unit member's employment; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or offensive work environment. Examples of conduct or activities that might constitute sexual harassment in violation of this policy include unwelcome sexual propositions, sexual innuendoes, sexually oriented "jokes" or teasing, sexually suggestive comments, displays of sexually explicit pictures or cartoons, leering, whistling, making obscene gestures, and unwelcome physical contact such as touching, pinching, kissing, brushing against another's body or coercing sexual intercourse.

Any employee who believes that he/she has been subjected to sexually harassing conduct in violation of this policy should immediately report the matter to a supervisor. Unit members may also, if they choose, report sexually harassing conduct to the Editor or Publisher. The Progressive will not retaliate against any unit member for reporting sexually harassing conduct and/or for otherwise assisting in the investigation of a sexual harassment complaint.

The Progressive will thoroughly and promptly investigate all complaints of sexual harassment. We will, to the greatest extent possible, maintain the confidentiality of those involved in a sexual harassment investigation. If an investigation into a complaint of sexual harassment confirms that a violation of this policy has occurred, The Progressive will take appropriate disciplinary action, ranging from verbal warning to termination of the violator's employment.

The Progressive intends to and will complete its investigation into every complaint submitted under this policy in as timely a manner as possible. The employer will notify an employee before investigating any sexual harassment complaint or concern on that unit member's behalf. Before disciplinary action is taken, the employer will notify any party accused of sexual harassment.

A bargaining unit member who believes he or she has been wrongly disciplined for sexual harassment may file a grievance, as outlined in Article 17 of the collective bargaining agreement.

The purpose of this policy is simply to enforce federal and state laws and not to regulate employee's personal morality. The employer remains committed to employee's free speech rights.

Employees should be aware that the deadline for filing a complaint with the Equal Employment Opportunity Commission or the Wisconsin Department of Workforce Development is 300 calendar days from the last date that unlawful harassment occurs.

Article 9 Seniority

Section 1. Seniority refers to a unit member's continuous length of service with the Employer, starting from the date of employment. Continuous service

shall include a period not to exceed six months between termination and reemployment. Unit members on layoff shall retain seniority, and accrue additional seniority for a period not to exceed six months, during the period of the layoff.

Section 2. When a unit member is granted a leave of absence, he or she shall not lose the seniority he or she has then accrued, but additional seniority shall not be accrued during the leave of absence.

Article 10 Probation

Section 1. During a new unit member's probationary period, employment may be terminated at the discretion of the Employer after discussion with the Union's designated steward(s) but without recourse to the grievance procedure.

Section 2. A new unit member's probationary period shall be six months.

Section 3. All contract provisions except grievance over termination of employment shall apply from the date of employment, but vacation and personal days may be used during the probationary period only by the express consent of the Employer.

Section 4. At the request of the unit member, an informal evaluation shall take place at any time following the first six weeks of probation.

Article 11 Discharge and Discipline

Section 1. The Employer shall not discharge any unit member without just cause, which includes, but is not limited to:

- theft or embezzlement of the Employer's money or property
- falsification of company records
- physical violence on company premises
- willful destruction of company property
- repeated violation of Sect. 7 or Sect. 8 of Article 33 Health and Safety Article
- sexual harassment
- creation of a hostile workplace environment

- gross misconduct
- vulgar, abusive, and hurtful language directed at members of the staff
- acts that compromise customer data or privacy
- refusal to perform tasks assigned in accord with this contract
- repeated absenteeism without notice and approval from management
- unsatisfactory job performance

Unit members who are discharged for theft or embezzlement of the Employer's money or property, falsification of company records, physical violence on company premises, or willful destruction of company property may be terminated immediately without notice. Unit members discharged for other reasons shall receive two weeks notice of such discharge or two weeks' pay in lieu thereof.

Section 2. No discharge for unsatisfactory job performance may take place unless and until:

The unit member has been warned in writing of unsatisfactory job performance and has been given twenty working days to improve. Such warning shall describe what measures or actions need to be taken by the unit member for the unit member's performance to be considered satisfactory. The Union shall receive a copy of the written warning. Warnings shall establish guidelines, in conformance with the unit member's job description (Appendix A), that the unit member is expected to meet in order to comply with the standards of satisfactory performance. Upon expiration of the specified time, the Employer may terminate the unit member if his or her performance is still unsatisfactory.

Section 3. All discharge or discipline matters are subject to the grievance procedure outlined in this Agreement.

Article 12 Layoff and Recall

Section 1. The Employer shall make every effort to avoid laying off a unit member. Layoffs shall be made only because of liquidation or extraordinarily acute financial distress. Prior to any layoff, the Employer shall attempt to reduce the staff by attrition or voluntary layoff.

Section 2. Before any layoff of any bargaining unit members, the Employer will give the Union ninety days' advance notice of its layoff plans (or as soon

as practicable if circumstances beyond the Employer's control prevent the full ninety days' notice) and agree to meet with the Union at the earliest opportunity to explore alternatives to the layoff.

Section 3. In any layoff the Employer shall determine which position(s) is to be eliminated or combined, and the least senior unit member(s) in this position(s) shall be the first laid off, provided that the work can be competently performed by the unit members remaining. If the unit member subject to layoff is interested in, and in the judgment of both the Employer and the Union, is qualified to perform a bargaining unit job held by a unit member with less seniority, the senior unit member may displace the junior unit member by giving written notice to the Employer and the Union of her or his intent to displace that unit member. Such written notice must be given within seven (7) calendar days after the unit member is notified that she or he is subject to layoff, or else any right to displace a junior unit member is waived. A senior unit member who displaces a junior unit member holding a higher-paying position will receive the salary of the higher-paying position for the duration of the displacement. A senior unit member who displaces a junior unit member holding a lower-paying position will retain the salary of the higher-paying position. Any unit member to be laid off shall be given no less than two weeks' written notice.

Section 4. Unit members shall be recalled to job openings in order of seniority, provided the unit member to be recalled is qualified to perform the job. In the event a unit member is recalled from layoff to a job she or he had not previously performed on a regular basis, there shall be a trial period of forty-five calendar days. If during, or at the end of, such trial period the unit member finds the job unsatisfactory or if the Employer determines that the unit member is not performing the job satisfactorily, the unit member shall have the option of returning to layoff status or taking a no-fault termination.

Section 5. Laid-off unit members shall be on a recall list for a period of eighteen months from the date of layoff.

Section 6. In the event a laid off unit member does not answer a recall notice sent to her or his last known address by certified mail within ten (10) working days of its mailing, or does not return to work within fifteen (15) working days of mailing of such a notice (unless said fifteen days is extended by mutual consent of the Employer and the Union), the unit member's right to

be recalled to that particular job vacancy shall be forfeited. A unit member on layoff shall notify the Employer in writing of her or his address and any change of address, and the mailing by the Employer of a recall notice by certified letter to such an address shall be deemed adequate notice to the unit member. The Union shall receive copies of recall notices by mail or email.

Article 13 Severance Pay

Section 1. In cases of layoff or in cases of termination because of permanent disability (defined as an illness or injury which, in the view of competent medical authority, will preclude a return to work in the foreseeable future), a unit member will receive compensation for unused vacation time accumulated in the past two years, plus severance pay as follows:

More than:	But Less Than:	Severance Pay:
6 months' seniority	1 year's seniority	1/2 month's salary
1 year's seniority	2 years' seniority	3/4 month's salary
2 years' seniority	5 years' seniority	1 month's salary
5 years' seniority	10 years' seniority	1 1/2 months' salary
10 years and up		2 months' salary

Section 2. In situations other than layoff or permanent disability, a terminated unit member may receive severance pay at the discretion of the Employer.

Section 3. Severance pay shall be based on the regular weekly salary at the time of termination except for hourly unit members whose pay shall be computed by taking an average of the preceding twelve weeks.

Section 4. A unit member who receives more than two weeks' notice of layoff and must leave for other employment before the proposed layoff date shall receive full severance pay if he or she gives the Employer at least two weeks' notice before departure. If a unit member receives only two weeks' notice of layoff and must depart before the two weeks elapse, the unit member shall make every reasonable effort to give the Employer the maximum advance notice possible, but shall in any event receive full severance pay as provided in this Article.

Section 5. If, after ninety days on layoff, a unit member has not received severance pay and has not been given notice of recall, the unit member shall

be paid severance pay on the basis of the unit member's accrued seniority. The Employer shall give all reasonable consideration to hardship requests for early severance pay.

Article 14 Vacation

Section 1. Vacation credit shall be based on the period of a unit member's continuous employment and shall be calculated according to annual anniversary date. Regular full-time unit members shall receive vacation time as follows:

Following the probation period, during the first year of employment, vacation time accrues at the rate of 1.166 working day for each month worked (or 12 working days per year).

Unit members with more than one year but less than two years' seniority: 18 working days vacation.

Unit members with more than two years' but less than three years' seniority: 22 working days vacation.

Unit members with more than three, but less than four years' seniority: 24 working days vacation.

Unit members with more than four years' seniority: 24 working days vacation plus one working day for every additional year of seniority, up to a maximum of thirty (30) total vacation days.

Section 2. Vacation time accrued beginning January 1, 2017 must be used in 2017, or within the first three months of the subsequent year (March 31, 2018). Vacation time accrued beginning January 1, 2018 must be used in 2018, or within the first three months of the subsequent year (March 31, 2019). Vacation time accrued beginning January 1, 2019 must be used in 2019, or within the first three months of the subsequent year (March 31, 2020). If it is not used by the deadline, the vacation time is forfeited.

However, accrued vacation time shall not be forfeited in the event that an employee was unable to use prior to the deadline because their request to use it was denied by the employer.

Section 3. A part-time unit member shall receive equivalent vacation benefits as full-time unit members on a prorated basis, calculated on the same basis as wages in Article 44.1.

Section 4. Requests for vacations must first be approved by the Managing Supervisor. Such requests must be made in writing in advance. Every reasonable effort shall be made to accommodate the vacation preferences of the staff. Management will be responsible for delegating essential duties of vacationing unit members.

Section 5. Unit members shall be entitled to receive their accrued vacation pay in advance of leaving for a vacation. If a paid holiday falls within a unit member's scheduled vacation period, the unit member shall be entitled to an additional day of vacation.

Section 6. Vacation cannot be used to accrue overtime in a given pay period without express permission from a unit member's supervisor.

Article 15 Sick Leave, Disability Leave, and Bereavement Leave

Section 1. Paid sick leave for regular full-time unit members will continue to be earned at the rate of one day for each month worked (or twelve days per year). Part-time unit members earn sick leave at the rate of 7 1/2 hours paid sick leave for every 160 hours worked. Sick leave accumulates from year to year to a maximum of 120 days.

Sick leave may be taken by a new unit member at any point in his or her first year. Sick leave may be used for preventive health care; for incapacity due to pregnancy or childbirth; for personal illness or injury, and for illness, injury, or incapacity due to pregnancy or childbirth of a close family member (including domestic partners). When the reason for taking sick leave is in doubt, the Employer may ask a unit member to show cause for taking sick leave. Unused sick leave is not payable as a cash benefit. Unit members on sick leave shall not be called, except in cases of emergency or prior written consent. Unit members may donate their sick leave to fellow unit members

who have used up all their own sick time due to serious illness, up to an aggregate total of not more than three (3) months donated by the entire bargaining unit in a calendar year. Unit members who wish to request donations shall make their requests to the Union Steward. The Union Steward will issue “a call for sick time donations.”

Section 2. Extended disability leave shall be granted to a part-time unit member with at least one year's seniority, or to a full-time unit member, upon submission of written request and proof of disability, when that unit member is unable to work for an extended period due to illness, injury, pregnancy, or childbirth and has used up his or her sick leave, vacation, personal days, and compensatory time. Such leave shall be paid and last the duration of the disability up to a maximum of two months unless extended by approval of the Employer.

Section 3. Upon the death of a close family member (including domestic partners), full-time unit members shall receive up to two weeks paid bereavement leave. This leave will be prorated for part-time unit members.

Section 4. Sick leave cannot be used to accrue overtime in a given pay period, without express permission from a unit member's supervisor.

Article 16 Holidays, Personal Days, and Inclement Weather Leave

Section 1. The following are 10 paid holidays for employees: January 1; Martin Luther King, Jr. Day (Monday holiday observed); Memorial Day (Monday holiday observed); July 4; Labor Day (Monday holiday observed); Thanksgiving and the Friday following; December 24; December 25; and December 31.

Section 2. Floating Holidays: Employees are entitled to three (3) additional floating holidays per year. Requests should be made two (2) weeks in advance to Management Supervisor.

Section 3. If a holiday specified in Section 1 falls on a Saturday, unit members shall take the Friday preceding as the holiday; if such a holiday falls on a Sunday, unit members shall take the Monday following as the holiday. In the event that December 25 and January 1 fall on Mondays, unit members shall take the holidays on the Fridays preceding and the Mondays of the holidays.

In the event that Christmas Day and New Year's Day fall on Saturdays, unit members shall have the option of taking the holidays on the Thursdays preceding or the Mondays following the holidays.

Section 4. Part-time unit members shall receive holidays and holiday pay on a prorated basis, calculated on the same basis as wages in Article 44.1. Holidays for part-time members shall be calculated as follows: (1) the total number of hours for all holidays during the contract year shall be calculated; (2) the pro-rated share of holiday hours to which a part-time employee is entitled shall be calculated multiplying the total number of holiday hours in (1) above by the pro-rata percentage applicable to the employee; (3) the pro-rata total of hours determined in (2) above shall be the total number of holiday hours to which the part-time employee is entitled during the contract year. The hours would be applied first to holidays which fall upon days on which the part-time employee is normally scheduled to work. Any remaining hours shall be taken as holiday time on other days selected by the employee, which shall be requested in advance, and are subject to approval by the employee's supervisor.

Example: A part-time employee works four 7-hour days, Monday through Thursday. The total number of holiday hours (per the Union proposal) is 97.5 hours per contract year. The part-time employee's hours (28) divided by the hours of full-time employee's week (37.5) means that the part-timer is working 75% of full-time. Her benefits, including holidays, are pro-rated to 75% of the full-time benefit rate. Her holiday entitlement is 75% of 97.5 hours per contract year, or 72.8 hours. On Martin Luther King Day, which falls on a Monday, the employee takes a 7-hour holiday, and has 65.8 hours remaining in her holiday hour benefit, which will be applied first to all other holidays falling upon days on which she normally works. Any remaining days she may apply to other days of her choice, upon advance approval by her supervisor.

Section 5. Personal Days: Four paid personal days (prorated for part-time employees, calculated on the same basis as wages in Article 44.1.) per calendar year are allowed each unit member for personal reasons. They shall not be carried over from year to year. Unused personal days are not payable on termination as a cash benefit.

Section 6. Inclement Weather Leave. If the Madison Metropolitan School District closes schools due to weather all unit members will have the day off with pay.

Section 7. Personal Days and Inclement Weather Leave cannot be used to accrue overtime in a given pay period without express permission from a unit member's supervisor.

Section 8. Unused holiday time is not paid out as a cash benefit upon the employee's departure from employment.

Article 17 Leaves of Absence

Section 1. A unit member with three years of seniority may, upon advance notice and upon management approval, take an unpaid leave of absence of up to four months. A unit member with four years of seniority may, upon advance notice and upon management approval, take an unpaid leave of absence of up to five months. A unit member with five or more years of seniority may, upon advance notice and upon management approval, take an unpaid leave of absence of up to six months, and may take an unpaid leave of absence for an additional six months upon Employer approval, which shall not be unreasonably withheld.

Section 2. During a unit member's leave of absence, the unit member retains the seniority accrued at the time of leaving.

Section 3. A unit member who takes a leave of absence shall be eligible for another leave after she or he has accrued three years of seniority following the return from such leave. That is, the formula in Section One shall obtain upon return from a leave of absence.

Section 4. Other leaves may be negotiated between the Employer and a unit member.

Section 5. Unit members taking an unpaid leave of absence of one month or less will have their health insurance covered by the Employer. Unit members taking an unpaid leave of absence longer than one month will have their health insurance covered by the Employer for the first month and will then be responsible for paying their health insurance for the remainder of that leave.

Article 18 Grievance Procedure

Section 1. A grievance is a complaint by a unit member or the Union concerning the interpretation or application of this Agreement.

Section 2. There shall be a Union Grievance Committee composed of steward(s) or other Union members designated by the Union.

Section 3. A grievance shall be processed by the parties in accordance with the following procedure:

Step 1. A grievance must be called to the supervisor's attention within sixty (60) calendar days of the grievant's knowledge of the facts on which the grievance is based, except that when there has been a clerical or computational error in computing a unit member's wages, paid time off allowance, or seniority, the grievance must be filed by either the member or the Union within thirty (30) calendar days of the unit member's discovery of the error. The grievant shall have the right to have his or her steward or union representative present at a meeting with the supervisor. In any event, the grievant's steward shall be notified of the meeting and given the opportunity to be present. If the grievance is not settled within two (2) working days, the Union may refer the grievance to Step 2.

Step 2. If the grievance is not settled at Step 1, it may be reduced to writing and submitted by the Union Grievance Committee to the Editor and Publisher. The Editor and Publisher shall each name a designee to act in the event of each one's absence. Within five (5) working days of receipt of the written grievance, a meeting shall be held between up to two (2) members of the Grievance Committee or authorized Union representatives and the Editor and Publisher. The grievant has the option of participating in such meeting. The Employer shall respond in writing within three (3) working days after the grievance meeting. (By mutual agreement, the Union and the Employer may agree in writing not to hold such meeting and to proceed directly to Step 3.)

Union grievances against the Employer which do not involve individual unit members but where the Union is aggrieved shall be taken up by the

Grievance Committee or authorized Union representatives and the Editor and Publisher or designee. If the grievance is not settled within two (2) working days, the Union may reduce the grievance to writing and proceed according to the procedure outlined in Step 2 above and Step 3 below.

Step 3. If a grievance is not settled at Step 2, the Grievance Committee may appeal it to third-party arbitration by giving the Employer written notice, no later than twenty (20) working days after receipt of the Employer's response in Step 2, of the intent to go to arbitration. The decision of the arbitrator shall be final and binding on all parties.

A grievance submitted to arbitration shall be heard and determined by an arbitrator mutually selected by the parties or selected by the parties from a list provided by the Federal Mediation and Conciliation Service or the Wisconsin Employment Relations Commission. If no agreement is reached on a mutually acceptable arbitrator within five working days of appealing to Step 3, the parties agree to make a joint request to the FMCS or WERC for a list of five arbitrators. Within three (3) working days of receipt of such list, the parties shall meet and cross off an equal number of names from the list. The first party to strike a name shall be determined by a flip of a coin. The last name remaining on the list shall be the arbitrator.

Section 4. The expense of the arbitrator shall be shared equally by the parties. The parties shall request that the arbitrator hand down a written opinion within thirty (30) calendar days of the hearing.

Section 5. A grievance not initiated within the time limit provided shall be deemed waived and may not be prosecuted in any manner. Any failure by the Union or a unit member grievant to comply with any time limit for appealing or referring a grievance to the next step shall result in the grievance being resolved on the basis of the Employer's last response to the grievance. Any failure by the Employer to comply with any time limit for responding to a grievance shall result in the grievance being resolved in favor of the grievant. Nothing in this section shall bar the parties from agreeing in writing to extend any time limit in this Article, provided such agreement is made prior to the expiration of the time limit.

Article 19 Hours of Work and Overtime

Section 1. The full-time work week is thirty-seven-and-a-half hours. It does not include lunch. The unpaid lunch break lasts up to one hour. Regular office hours are 9:00AM to 5:00PM CST.

Section 2. Full-time unit members may take two 15-minute paid breaks per seven-and-a-half hour day, except as outlined under the Health and Safety provisions of this Agreement. Part-time unit members may take one 15-minute paid break at their discretion per workday, except as outlined under the Health and Safety provisions of this Agreement. Unit members cannot take their 15-minute breaks consecutively.

Section 3. Pursuant to the valid 2080 plan outlined in Section 9: all work in excess of thirty-seven-and-a-half hours a week shall be paid for at the rate of time and a half or, at the discretion of the unit member, a unit member who works more than thirty-seven-and-a-half hours in a week may take compensatory time off at the rate of one-and-a-half hours compensatory time for each hour worked over thirty-seven-and-a-half hours. Compensatory time will be scheduled by unit members with approval of their supervisors. Such approval shall not be unreasonably withheld.

Section 4. Pursuant to the valid 2080 plan outlined in Section 9: a part-time unit member will receive overtime if he or she works more than thirty-seven-and-a-half hours in one week. Compensation for such overtime shall be pay at the rate of time and a half for each hour worked overtime, or, for regularly scheduled part-time unit members, compensatory time off at the time-and-a-half rate, at the discretion of the unit member. Compensatory time will be scheduled by unit members with approval of their supervisors. Such approval shall not be unreasonably withheld.

Section 5. All overtime work must be approved in advance by the Supervising Manager, who may be contacted by email or telephone 24/7 in order to get approval. However, no unit member may be required to work overtime. A unit member may be asked to do so in an emergency.

Section 6. All payments due for overtime work shall be paid at the same time regular salaries are paid.

Section 7. All work on holidays enumerated in this Agreement shall be compensated for at two times the regular rate of pay ("double time"). Unit members must obtain prior approval for work on a holiday.

Section 8. Overtime shall not apply to non-job-related activities (personal time, sightseeing, entertainment, sleeping, etc.) when a unit member is required to travel out-of-town for one or more nights.

Section 9. A valid 2080 plan shall be in effect for the duration of this contract. This plan stipulates that: Unit members may not work more than 2,240 hours in any given year; any union member that works more than 1,950 hours in a given year receives compensation at a rate of time-and-a-half; all hours worked in excess of 12 in any single day or 56 in any given work week must be paid at the overtime rate of time-and-a-half, not accrued as comp time.

Article 20 Flex Time

The Employer may grant an advance written request to work nonstandard hours if such an arrangement does not significantly interfere with the execution of job duties or the operations of the Employer.

Unit members may also work at home with the agreement of the Employer. Working at home is totally dependent upon certain criteria being fulfilled, these being that the employee:

1. has obtained prior agreement for home working from her/his manager,
2. does not have other commitments with the employer, or elsewhere at that time, that would conflict with the requirement to work.
3. has notified her/his manager of her/his hours of work and location,
4. has a contact telephone number and is available to be contacted during the nominated times.

Flex time and a work-at-home arrangements are by mutual agreement of the employee and management and are subject to annual review to determine if

continuation or modification is appropriate based on the criteria.

All flex-time and working-from-home arrangements should be in writing. Requests for non-standard hours and working from home shall not be unreasonably denied.

Article 21 Payroll

Section 1. Wages for all unit members shall be paid by direct deposit to an account specified by the employee on a semi-monthly basis by 3:00 p.m. on the 15th or, if the 15th is not a business day, the business day immediately preceding, and by 3:00 p.m. on the last business day of the month. Unit members may not be subject to any wage deductions except as may be required by state or Federal law, as a condition of employment, or as authorized by the unit member in writing. The Employer will give all reasonable consideration to emergency requests for salary advances, though no unit member shall be allowed more than one advance per month.

Section 2. For accounting purposes, the controller will issue payroll payments based upon the assumption that the unit member worked a regular schedule of hours, but at the end of each month, the unit member will provide the controller with an accurate accounting of hours worked and all leave taken to reconcile in the next payroll. If that accounting is not provided by the unit member and wages are to be withheld pursuant to this section, the Employer shall make a reasonable effort to warn the unit member in advance of the withholding.

Section 3. The Employer shall maintain a tally, updated monthly by the Controller, of the time accrued by, and available to, each unit member in the categories of vacation, sick leave, and overtime hours translated into compensatory time, and of the date on which a unit member is next eligible to request a leave of absence under Article 16.

Article 22 Flexible Spending Account

The Employer shall maintain and administer a Flexible Spending Account under Internal Revenue Service guidelines.

Article 23 Insurance

Section 1. It is agreed that the Employer shall provide and administer a plan of hospital and surgical insurance for the benefit of all unit members covered by this Agreement and their immediate families. The health insurance shall be of comparable quality to that which is currently provided. When proper receipts are submitted, the Employer agrees to reimburse co-pays up to \$1,200 per unit member per contract year for prescription drugs allowed by the health insurance provider (GHC) but does not include reimbursement for prescription drugs not covered by the health insurance provider (GHC.) Employees may apply to management for approval to apply their all or a part of their \$1200 prescription drug benefit for alternative medical treatment in childbirth not covered by GHC.

The Employer will pay the premium for individual coverage of all full-time unit members who elect such coverage and of all part-time unit members who have been in continuous employment for at least six months and whose work week averages at least eighteen-and-three-quarters hours (half time), and will contribute 75% of the cost of the premium for double or family coverage. The Employer will contribute the value of double coverage in the Employer's plan toward the coverage of a unit member and her or his non-covered domestic partner's health plan, and will contribute the value of family coverage in the Employer's plan toward the premium for family coverage of a unit member, the unit member's domestic partner and their children. But there shall be no double dipping: the Employer will not cover any medical expense or premium that is already covered under someone else's policy. A prorated share of the cost of the premium (based on the average number of hours worked in the preceding twelve-week period) will be paid by the Employer for all part-time unit members (except those covered above) who elect such coverage.

It is agreed that the Employer shall provide and administer a plan of dental insurance for the benefit of all unit members covered by this Agreement and their immediate families. The dental insurance shall be of comparable quality to that which is currently provided. The cost of the plan to the employer will not exceed \$600 per year for each unit member. If a unit member elects a plan, which will exceed \$600 per year, the unit member will contribute the remainder of the premium through payroll deduction.

Section 2. A unit member who chooses a health insurance plan other than the employer's group plan, and who must pay the premiums on that optional plan,

shall upon submitting proof of coverage, premium payments, and any payments or deductibles for health care (including alternative health care as defined by the Employer's health care provider), be reimbursed by the Employer in an amount up to but not exceeding the Employer's share of the premium for comparable coverage in the Employer's group plan as outlined in Section 1.

If a unit member, their spouse, domestic partner, and/or family is partially covered under someone else's policy, the Employer will reimburse the non-covered portion of the premium payments, and any payments or deductibles for health care (including alternative health care as defined by the Employer's health care provider) up to but not exceeding the Employer's share of the premium for comparable coverage in the Employer's group plan as outlined in Section 1.

Section 3. The Employer shall provide to employees the following insurance benefits:

1. Life insurance coverage during the term of their employment, with a benefit level of \$50,000.00 paid to the beneficiary after the employee's probationary period.
2. Long Term Disability Insurance of \$50,000.00 after the employee's probationary period.

Section 4. Reimbursements will not be paid unless receipts are delivered within three months of the end of the calendar year in which the expenses were incurred.

Section 5. COBRA: Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) employees are offered the opportunity to continue temporarily their group health care coverage under their employer's plan if their coverage otherwise would cease due to termination, layoff, or other change in employment status (referred to as "qualifying events").

Article 24 Retirement Plan

Section 1. The Employer shall maintain a 401(k) retirement plan consistent with the requirements established for such plans by appropriate State and

Federal statutes and regulations and subject to the terms of Article 35 (Investment Responsibility).

Section 2. The retirement plan shall cover all unit members subject to the terms of this contract as soon as they have completed the probation period specified in Section 2 of Article 9 (Probation).

Section 3. For the period of this agreement, the Employer shall make a regular retirement contribution in each pay period equal to three percent (3%) of the regular base pay for that period (excluding overtime) of each unit member covered.

Section 4. The Employer shall advise all unit members of the plan's availability, and shall indicate how information about the plan's provisions and the status of individual accounts may be obtained from the plan's custodian.

Section 5. The Employer shall assume responsibility for the retirement initial and annual fees, but all individual fees for fund withdrawals, transfers, and other transactions shall be the responsibility of the covered unit member.

Article 25 Parenthood

Prior to or following the birth or adoption of a child by a part-time unit member with at least one year's seniority, or prior to or following the birth or adoption of a child by a regular full-time unit member, (including unit members and their domestic partners), three months' paid parental leave to the unit member is allowed. Upon request, a unit member shall be entitled to four additional months of unpaid parental leave. Leave under this article is in addition to any leave available under Sick and Disability Leave for incapacity due to pregnancy or childbirth.

Article 26 Child Care

The Employer shall consider requests by unit members who are parents for day-care compensation or other assistance on a case-by-case basis.

Article 27 Training, Professional Dues, and Certification

Section 1. Upon hiring, a unit member shall be oriented and trained by his or her supervisor or by another unit member, designated by the supervisor, who is familiar with the duties of the job being filled. If a so-designated unit member needs to work overtime to accomplish training, approval for such overtime shall not be unreasonably withheld.

Section 2. Employer-approved training related to professional duties, current or future, shall be paid for by the Employer. When new software and/or equipment is put into use, The Employer will provide training as needed.

Section 3. Where a unit member's work requires membership in a professional organization, such dues will be paid for by the Employer.

Section 4. Unit members required to appear for job-related professional certification during normal working hours will be given time off with pay for such appearances. Unit members who are scheduled to sit for job-related professional examinations will be given time off with pay for not more than four days per year of such exams.

Article 28 Jury Duty

A unit member who is required to take time off to serve on an inquest jury, trial jury, grand jury, or as a witness in court shall, if possible, give the Employer reasonable notice of the days the unit member expects to be absent. The unit member will be excused from work for the time served, and the Employer will make up the difference in pay between what the unit member receives as jury pay or witness fees and his or her regular salary for each day or portion thereof the unit member is required to be absent. If the unit member reports for jury duty or to be a court witness and is excused prior to noon, the unit member is expected to report to work for the remainder of the unit member's workday.

Article 29 Military and Political Service

Employees who are in the military service or are on training duty in the armed forces of the United States shall, upon completion of such service or training, be restored to their former positions or, if those positions are not available, to similar positions, but in either case with no loss of prior seniority. Employees

who are imprisoned or exiled for draft resistance or who are jailed for nonviolent civil disobedience shall, upon release or return within one year, be restored to their former positions; if those positions are not available, the employees shall be restored to similar positions, but in either case with no loss of prior seniority.

Employees who are hired to fill a position made vacant due to an employee's military service or resistance to military service, as outlined in the preceding paragraph, above, shall occupy any such position subject to the return of the previous position holder, and shall be subject to layoff upon the return of the previous position holder. Any employee so hired, shall be notified at or before the time of hire that his/her occupation of the position will be terminated upon the return of the previous position holder, provided that the previous position holder returns to fill his/her position within sixty (60) days following his/her return from military service or resistance to military service. If a previous position holder does not return to fill his/her previous position within sixty (60) days after his/her return from military service or resistance to military service, the position shall be deemed to be abandoned by the previous position holder, and the employee who was hired to fill it shall hold the position without being subject to the rights of the previous position holder.

Article 30 Reimbursement for Job-Related Duties

Section 1. The Employer shall pay in advance all reasonable _ expenses for travel, lodging, and meals expected to be incurred by a unit member who, in the performance of job duties, is required to travel outside of Madison. Such unit members agree to keep and submit records of their expenses and promptly return to the Employer monies above and beyond actual reasonable expenses.

Section 2. The Employer agrees to pay local travel expenses, at the rate of 53.5 cents per mile (to be adjusted each year according to IRS guidelines) or the cost of public transportation or taxi, to unit members who must travel beyond normal walking distance in the Madison area to perform their duties. Routine travel to and from the office shall not be covered by the Employer, except as provided for in the Health and Safety provision of this Agreement.

Section 3. Unit members who need to purchase items and services necessary to job performance but which are not normally provided by the Employer, such as books, and outside copying, must get request management approval in advance, and submit proper receipts.

Section 4. Reimbursements will not be paid unless receipts are delivered within three months of the end of the calendar year in which the expenses were incurred.

Article 31 Work by Non-Unit Personnel

Section 1. The utilization of non-bargaining unit personnel shall not cause a termination or demotion of bargaining unit members or cause a reduction in the number of bargaining unit positions which currently exist or which exist during the term of this Agreement unless Article 2, Section 4 has been invoked. Interns, work-study students, volunteers, and consultants may not be used to replace or reduce the hours of bargaining unit members.

Section 2. All non-bargaining unit personnel must have a written and signed contract on file containing starting salary, start and end dates of contract, and work to be completed while under contract

Article 32 Outside Employment

Section 1. Editorial members shall be free to engage in other employment, outside their regular working hours, provided that such work shall not be performed for such competing national publications of political commentary or their web sites as *In These Times*, *Mother Jones*, *The Nation*, *The New Republic*, *The American Prospect*, *Z* magazine, the *Village Voice*, and other left-wing blogs and websites without approval from the Employer. Such approval shall be granted unless the work in question would harm the interests of the Employer. Disagreements shall be resolved in accordance with the grievance procedure of this Agreement. No unit member shall initiate work on freelance assignments, except for assignments given by The Progressive, Inc.,

in the office during regular working hours. Non-editorial unit members are free to engage in other employment outside their regular working hours.

Section 2. No unit member shall misappropriate the name of *The Progressive* or misrepresent his or her connection with the Employer in such a way as to harm the interests of the Employer. Disagreements shall be resolved in accordance with the grievance procedure of this Agreement.

Article 33 Health and Safety

Section 1. The Employer shall provide as safe and healthful a working environment as is reasonably possible, including, but not limited to, adequate heating and air conditioning, adequate and bright lighting, ventilation, and low noise levels.

Section 2: Workstation designs shall be updated as ergonomically necessary.

Section 3. No unit member shall be required to work under conditions that constitute an imminent or serious hazard to health or safety, nor shall a unit member forfeit his or her regular pay for leaving under such circumstances. When a hazard cannot be removed or remedied within two days, the Employer may designate another appropriate place of work or shall continue to pay regular wages until unit members can return to work.

Section 4. When a unit member is required to work beyond his or her normal working hours, he or she shall be reimbursed for taxi fare home or to a point of public transportation in situations where it would be unsafe to travel by customary means.

Section 5. The Employer agrees to maintain all machines and equipment in proper repair, state of cleanliness, and working order.

Section 6. Prior to the acquisition of additional or replacement machines or equipment, the Employer agrees to consult with a Union steward. Such consultation shall address matters of safety, health, and well-being. The

Employer agrees to meet with a Union steward as soon as possible after such acquisition is contemplated.

Section 7. There is no smoking in the office. The Employer will require all interns, contractors, and guests to refrain from smoking on the premises.

Section 8. The consumption of alcohol or illegal substances by employees on The Progressive's premises is not permitted. Nor is it permitted for an employee to report to work under the influence of alcohol or illegal substances. Employees who consume alcohol or illegal substances on the premises or who report to work under the influence of alcohol or illegal substances will be asked to seek and obtain professional help, and provide the Employer with evidence that such help is being obtained.

The only exception for consumption of alcohol on the premises is when the Employer deems it appropriate to celebrate a momentous occasion, or when a reception is hosted in the office.

Article 34 Automation, Network Security

Section 1. The Employer may introduce new machines, equipment, or processes that improve productivity or efficiency of operations if such action does not result in the loss of bargaining unit positions or hours of bargaining unit members, or if such action can be accomplished through unit member attrition, or through revision of the job description with consent of the unit member, Union, and Employer. The Employer shall inform and consult with the Union about the introduction of major new machines, equipment, or processes.

Section 2. The Employer shall update and implement a network security policy.

Section 3. Employees shall not use The Progressive server, or email messages with the Progressive address, in any way that could adversely affect The Progressive's reputation, and the Employer shall not infringe upon employee privacy. Management has the right to access all Progressive machines, computers, and devices. For personal communications, employees shall use alternative personal email accounts, to the fullest feasible extent.

Section 4. All unit members are required to provide Management with all usernames and passwords for all office equipment and office-related electronic accounts, and to notify Management within 24 hours of any change in the same, except in instances agreed upon by management.

Article 35 Investment Responsibility

The Employer agrees to hold no stock in companies that build, supply, own, or operate nuclear reactors; rank among the top 100 military contractors; are the target of an AFL-CIO boycott, or have been identified by Federal agencies as persistent and major polluters. If the Employer purchases any stock, it will advise the Union within three months of such purchase.

Article 36 Strikes and Lockouts

Section 1. Neither the Union nor any unit member shall induce or engage in any strike, boycott, slowdown, picketing, walkout, or other job action during the term of this Agreement on any issue that is subject to the grievance and arbitration procedure or any issue that concerns only the labor relations of another employer. This section shall not limit the rights of unit members to engage in (a) informational leafleting, (b) a strike to protest a serious unfair labor practice of the Employer, (c) or a work stoppage to avoid an imminent and serious risk to the unit member's health or safety. (d) a job action to protest an incident of sexual harassment, or (e) a job action on an issue concerning wages, hours, and working conditions that is not covered by this Agreement. The Union shall endeavor in good faith to ensure compliance with this section.

Section 2. There shall be no lockouts by the Employer.

Section 3. It shall not be a violation of Section 1 for unit members to refuse to cross another union's picket line that has been duly sanctioned by the Union. Upon request, the Union agrees to notify the Employer, in writing, of the sanctioned picket line and the name of the employer being picketed as soon as practicable.

Article 37 Maintenance of Standards

Except as specified in this agreement, no clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.

Article 38 Savings, No Derogation

Section 1. If any provision of this Agreement is determined to be illegal or invalid as the result of applicable local, state, or Federal law, only that portion of this Agreement shall be ineffective. In that event, the parties shall promptly meet to negotiate a replacement for such provision. Such invalidity will not impair the validity or enforceability of the remaining provisions of this Agreement.

Section 2. No policies or manuals promulgated by the Employer shall derogate or detract from the rights or benefits granted to unit members by this Agreement, nor shall any policies or manuals promulgated by the Union derogate or detract from the authority vested in the Employer by this Agreement.

Section 3. Subject to the terms of this Agreement, the Employer shall continue to have all of the management rights it previously enjoyed, including the right to conduct its business, direct and control its operation, manage its affairs as it deems expedient, protect the business from lawsuits, to hire, terminate, discharge or layoff unit members, to increase or decrease the working force, to rearrange departments and operations, to schedule work and hours of work, to train personnel, and to make changes in its operations or methods as it may deem necessary for efficient or improved operation. The enumeration of specific rights herein shall not be construed as a waiver of any other rights, which have been previously vested in management.

Section 4. This contract supersedes and renders null and void all previous contracts and understandings, written and oral, formal and informal, between management and the Union or any of its members.

Article 39 Plant Transfer

Section 1. In the event the Employer moves the place of business from the present city to any other city and continues to publish The Progressive there, all unit members shall be allowed to continue employment with the Employer at the new location. There shall be no lowering of wages or other working conditions as a result of such transfer of operations. It is understood, however, that such a move by the unit members is wholly voluntary, and the refusal of unit members to accompany the Employer shall not disqualify them from receiving unemployment compensation.

Section 2. The Employer agrees to pay all expenses for the moving of a full-time unit member, his or her family or alternative family (defined as two or more persons who are involved in a mutually supportive, committed relationship and who have formed a household), and his or her household goods to the new city. The Employer further agrees to pay an adequate living expense to unit members temporarily separated from their families. Such living expenses shall not exceed a maximum three-month period unless extended by mutual consent.

Article 40 Plant Closing

Section 1. The Employer agrees to give the Union immediate written notification when a decision to close or sell the plant is made. Each unit member will be paid for two months regardless of whether he or she works those months. A unit member who chooses to terminate his or her employment after notice of closing but before actual closing will be paid one month's pay.

Section 2. If the Employer decides to cease publication or to sell the magazine, it shall first discuss the matter with the Union and give it thirty days in which to enter into negotiations for acquisition of the magazine.

Article 41 Successors and Assigns

Section 1. This Agreement shall bind the signatories hereto, their successors and assigns.

Section 2. In the event the employer agrees to a sale, lease, merger, consolidation, or other transaction by which operations covered by this Agreement are transferred, in whole or in part, to another employer, this Agreement shall be binding upon the other employer for unit members of the Employer working in the transferred operations, provided the other employer is a successor under applicable law.

Section 3. The Employer shall give the Union immediate notice of any such anticipated transaction and shall call this provision to the attention of the third party prior to concluding any such transaction. Nothing in this Article shall override the provisions of the article on Plant Closing.

Article 42 Labor-Management Communications

Section 1. Unit members shall have the right to offer oral or written comments, suggestions, and criticism on the performance of supervisors and of the Employer's management. When such communications are in writing, the Employer shall transmit a copy to the Union. On a unit member's request, written comments, signed or anonymous, shall be transmitted to the Employer's Board of Directors. Any such communication shall be free of recrimination and discipline. However, comments, suggestions, or criticism offered under this Section shall in no way take the place of the grievance procedure set forth in this Agreement and shall not deal with matters of contract enforcement.

Section 2. When making decisions that affect the work or working conditions of unit members, management will make every reasonable effort to consult with and inform unit members affected.

Section 3. There shall be a Labor-Management Committee composed of two Union members appointed by the Union and two members of management appointed by the Employer, which shall meet periodically to take up issues arising during the term of the CBA including, but not limited to, those affecting labor-management relations, the informal resolution of disputes, and sharing ideas and concerns about improving the workplace. Either side may call the meeting and shall prepare an agenda prior to the meeting.

Article 43 Modification

Section 1. This Agreement may not be changed or modified except by a writing duly executed by the parties or their undersigned representatives. Any modification of the contract shall be negotiated by the steward(s) and the Employer.

Section 2. Amendments and changes to this document shall be numbered, signed, dated, and placed at the end of this document. The original text of this agreement shall not be edited beyond the addition of a footnote or endnote marker.

Article 44 Term of Agreement

This Agreement shall be effective July 1, 2017, and in full force and effect through June 30, 2020.

Article 45 Wages, Salary Minimums and Hours

Section 1. Salaried unit members who work less than full-time shall receive a prorated amount of the full-time salary. Full-time salary is calculated at 37.5 hours per week.

Section 2. The minimum salary for any full-time bargaining unit position as of July 1, 2017 shall be \$32,000 annually. Salaries for employees employed as of July 1, 2017 are set forth in Table A, below.

Section 3. Upon ratification of this agreement, current staff, excluding the office manager and associate editor, will receive a 3% raise in 2017, retroactive to July 1, 2017. During the second year of this contract, effective July 1, 2018, all bargaining unit employees shall receive a 3% salary increase. During the third year of this contract, effective July 1, 2019, all bargaining unit employees shall receive a 2% salary increase.

Article 46 Performance Review

Employees shall be subject to an annual performance evaluation by their managing supervisor.

Performance evaluations should be a review of the employee's performance and should be based upon job-related criteria. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance for performance development and improvement.

A written record of a performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation prior to its placement in the personnel file.

Article 47 Job Descriptions

Section 1. Unit members shall be required to perform only those duties and tasks outlined in their job descriptions, contained in Appendix B, except where absences or emergencies require special assistance for up to two weeks, or when assigned to do job training under Article 27, Section 1, or when expected to participate in such commonly shared duties as mail pick-up and delivery, trash collection, phone answering, signing for packages, etc. When a unit member is asked to assume the responsibilities of another unit member and devotes half or more of his or her regular time to those responsibilities for up to two weeks, the fill-in unit member will receive compensation at the fill-in unit member's normal overtime rate for the entire period of the substitution. Overtime work by such a unit member will be compensated at that unit member's normal overtime rate. In absences or emergencies that exceed two weeks, a unit member may agree or refuse to continue to assume the responsibilities of another unit member at the rates and conditions stipulated above.

Section 2. Unless otherwise noted in job descriptions, positions are full-time and shall be paid accordingly or on a prorated basis according to hours worked.

Section 3. Job descriptions may be changed with the signed consent of the union and management.

Article 48 Signatures

Signed on the 14 day of August, 2017, having been duly ratified by the parties.

Progressive Association of Workers
A unit of the National Organization of
Legal Services Workers, UAW Local 2320

The Progressive, Inc.



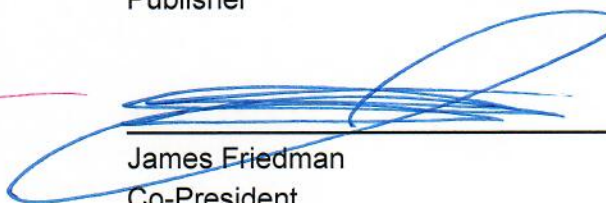
Elizabeth Kunze
Steward



Norman Stockwell
Publisher



Carolyn Eschmeyer
Steward



James Friedman
Co-President



Jose A. Lozano
Regional Organizer

Appendix A □ Salaries

		<i>Annual Salary Ranges</i>
<i>Job Title</i>	<i>FTE %</i>	<i>7/1/2017</i>
Office Manager	100.0%	\$32,000.00 - \$36,000.00
Development Director	100.0%	\$45,000.00 - \$50,000.00
Managing Editor	62.50%	\$50,000.00 - \$65,000.00
Online Media Editor	50.0%	\$40,000.00 - \$55,000.00
Associate Editor	100.0%	\$32,000.00 - \$36,000.00
Controller	50%	\$50,00.00 - \$75,000.00
Associate Publisher	100%	\$36,000.00 - \$45,000.00

Appendix B - Job Descriptions

1) Controller

Maintains the operating, money market, and fulfillment accounts for The Progressive, Inc.;

Maintains and prepares reports on general ledger, accounts payable, payroll, tax, cash flow, and related financial accounts;

Files and processes accounts-payable invoices; writes checks as needed.

Prepares monthly financial reports and shares with business staff; and presents reports to the Board of Directors at their regular meetings.

Works with the Publisher to compile annual budget from departmental budgets; presents to Board of Directors.

Acts as a liaison with outside accounting firms, the bank's representatives, vendors, and creditors.

Prepares financial resource research and analysis; develops and presents to the Publisher plans designed to improve operational efficiency and the general condition of the organization;

Prepares financial analysis reports as directed by the Publisher;

Participates in business-staff meetings giving financial reports;

Keeps a daily running account of accounts payable;

Reconciles monthly ledger; administers flexible spending account;

Executes W2s and 1099s;

Prepares for annual audit;

Receives and files unit member time cards after they are approved by management and keeps tally of vacation, sick, and personal days of each unit member;

Enters advertising invoice amounts, payments, and adjustments into the accounting system;

Reconciles end-of-month balances with appropriate business staff.

This is a half-time position. Salary range is \$50,000 to \$75,000

The Publisher supervises.

2) Office Manager

The Progressive magazine is seeking an industrious office manager to join our business team in publishing this historic, nationally-read print and online magazine.

This is a full-time, union-salaried position based in Madison, Wisconsin. Compensation package includes: Fully covered health insurance, plus a generous vacation and 401K plan. Salary range is \$32,000 to \$36,000.

The office manager works under the direction of the publisher and the editor-in-chief.

They perform duties as required to maintain smooth functioning of the office, including acting as front-desk receptionist, staffing phones, maintaining office equipment, handling mail, and organizing reports for the Board of Directors and for the Progressive Media Project.

The office manager coordinates events in conjunction with other business staff, including Progressive Media Project workshops, Fighting Bob Fest events, and fundraisers. They maintain calendars of key projects for the organization, publisher, and editor, and assist with projects and correspondence as needed and directed.

3) Development Director

The Progressive magazine is seeking an industrious Development Director to join our business team in publishing a nationally-read print and online magazine. Experience in nonprofit media preferred, and 3+ years of experience in nonprofit fundraising required.

The Development Director works under the supervision of the Publisher. This is a full-time, union position based in Madison, Wisconsin. Salary range \$45,000-50,000. Compensation package includes fully-covered health insurance, plus a generous vacation and 401K plan.

The Development Director is responsible for all fundraising at The Progressive, Inc. (a 501c3 non-profit) including:

- Crafting and managing a major gifts program including all prospecting, donor research, meetings and strategy. This includes coordinating with the Editor-in-chief, Publisher, and Executive Board in major donor cultivation.
- Overseeing all membership fundraising and continuing to grow a monthly donor “Sustaining Membership” program. Writing and project-managing all donation mailings throughout year including an Annual Campaign.
- Collaborating with editorial staff and other business staff on grant-funded projects. Researching funders, overseeing applications, follow-up, and reporting for all existing and new grant funding.
- Planning and execution of all fundraising events - large and small.
- Managing donor database. Creating and reconciling all development reports for Board and staff on a regular basis.

4) Managing Editor

This position is 25 hours per week.

Helps craft editorial plan and vision for *The Progressive*.

Solicits, assigns and writes timely articles and reviews that reflect the high editorial standards of The Progressive magazine.

Helps ensure The Progressive is part of the conversation on current events and helping to drive the conversation on our key issues by writing, editing, and assigning pieces for the magazine and website.

Manages copy flow, keeping production on schedule.

Proofreads and fact checks the magazine.

Serves as editor of PMP, editing and distributing op-eds, maintains relationships with newspaper editors. leads clinics and provides administrative staff with information they need to track op-eds.

Salary range \$50,000 to \$65,000

Supervised by the Editor-in-chief.

5) Associate Publisher

The Associate Publisher works under the direction of the Publisher and in collaboration with the Circulation Director, Office Manager, Art Director, and Development Director to facilitate the publishing of a print magazine, and cultivation of an audience for *The Progressive's* online media content with a goal of increasing audience and circulation revenue.

Responsibilities include:

- Preparing the magazine print order for the printer and communicating with the printer, fulfillment house, newsstand distributors, publisher, art director, circulation director and all online and academic databases.
- Responding to all reprint requests and maintaining records of all permissions agreements between The Progressive, Inc., publishing houses and writers.
- Scheduling the editorial and production calendar, as well as all circulation, development and email newsletter mailing campaigns in coordination with the publisher, circulation director, and development director.
- Strategic planning for growing an audience of online and print magazine readers and subscribers.
- Communicating *The Progressive's* annual magazine editorial and production calendars to all relevant vendors.
- Coordinating the design, budgeting, and printing of all circulation and development direct mail and email with the publisher, circulation director, and development director.

Salary Range \$36,000-45,000

6) Online Media Editor

Half-time union position that assists the editorial operations of *The Progressive*, a national political magazine. This position works as a member of an existing editorial staff team and is supervised by the Editor-in-chief. Salary Range is \$40,000 to \$55,000

General Duties:

Develops strategy for website and online media. Supervises flow of web content on a weekly basis. Solicits, edits, creates online content. Works with the other editors in crafting a social media presence that best features our writers and our editorial voice. Work with Publisher and Development Director in strategies to promote Progressive content and support grant development for special projects. Reports on results of online audience engagement efforts

Specific Tasks:

Work directly with outside writers in writing, rewriting, editing, and copyediting material;
Propose possible article ideas and authors;
Read and review submissions for possible website publication;
Report and write articles and general editorial copy for *The Progressive* and progressive.org;
Manage editorial/social media interns.

5. Associate Editor

Full-time union position that assists the editorial operations of *The Progressive*, a national political magazine. This position works as a member of an existing editorial staff team and is supervised by the Editor-in-chief. Salary range is \$32,000 to \$36,000

General Duties:

Help to ensure *The Progressive* is part of the conversation on current events by writing, editing, and working with other editors to assign pieces for the magazine and website, as well as crafting a social media presence that best features our writers and our editorial voice.

Specific tasks:

Work directly with outside writers in writing, rewriting, editing, and copyediting material;

Propose possible article ideas and authors;

Read and review submissions for possible publication;

Do research and fact-checking as needed;

Report and write articles and general editorial copy for *The Progressive* and progressive.org;

Work with online media editor in managing website and social media accounts.

Work with editorial interns on tasks involving writing and editing;

Monitor and keep in touch with activist events and organizations around the country;

Supervise and edit the “On The Line” section for the magazine and website.